

~~DO NOT FILE~~

UNITED STATES DISTRICT COURT

Southern

District of

New York

MEDITERRANEAN SHIPPING CO. (USA) INC.
and MEDITERRANEAN SHIPPING CO. S.A.

SUMMONS IN A CIVIL ACTION

V.

TINEO EXPRESS CORP.

CASE NUMBER: 08 CIV.

'08 CIV 7519

TO: (Name and address of Defendant)

TINEO EXPRESS CORP.
39 Duncan Avenue
Jersey City, NJ 07304

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

MAHONEY & KEANE LLP
11 Hanover Square, Tenth Floor
New York, NY 10005
Tel (212) 385-1422

an answer to the complaint which is served on you with this summons, within twenty (20) days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

AUG 26 2008

CLERK

DATE

(By) DEPUTY CLERK

'08 CIV 7519*

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
11 Hanover Square, Tenth Floor
New York, NY 10005
Tel (212) 385-1422
File No. 12/3589/B/08/5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKMEDITERRANEAN SHIPPING CO. (USA) INC.
and MEDITERRANEAN SHIPPING CO. S.A.,Dkt. Aug 26 2008
U.S.D.C. S.D.N.Y.
CASHIERS

08-cv- _____

Plaintiff(s),

-against-

COMPLAINT

TINEO EXPRESS CORP.,

Defendant(s).

PLEASE TAKE NOTICE that Plaintiff(s), MEDITERRANEAN SHIPPING CO. (USA) INC. and MEDITERRANEAN SHIPPING CO. S.A., (collectively "MSC"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), TINEO EXPRESS CORP. ("TINEO"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.

2. Plaintiff MEDITERRANEAN SHIPPING CO. (USA) INC. is a legal entity duly organized and existing pursuant to the laws of the State of New York.

3. Plaintiff MEDITERRANEAN SHIPPING CO. S.A. is a legal entity duly organized and existing pursuant to the laws of a foreign country.

4. Defendant TINEO EXPRESS CORP. ("TINEO") is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 39 Duncan Avenue, Jersey City, NJ 07304.

5. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff MSC resides and/or maintains a principal place of business in the Southern District of New York.

6. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS

7. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "6" as if specifically set forth herein at length.

8. At all times relevant herein, Defendants were signatories to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).

9. At all times relevant herein, Defendants entered into agreements, service contracts, and other accords, with Plaintiffs, for the use, carriage, storage, handling, care and/or maintenance of containers belonging to Plaintiffs.

10. Plaintiffs duly performed all duties and obligations required to be performed under the agreement.

11. Defendants wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to return said containers to Plaintiffs, as required by the subject agreements between the parties.

12. Defendants wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay demurrage, detention, port fees, tariffs and

other associated costs.

13. As a result of Defendants' breach of the subject agreements and Plaintiffs have incurred, and will continue to incur, costs and expenses for which Defendants are liable under the terms of the agreements and at law.

14. Plaintiffs have placed Defendants on notice of its claim that Defendants have breached the subject agreements and violated Plaintiffs' rights under the law.

15. Despite Plaintiffs' repeated demands, Defendants has failed to pay the Plaintiffs' damages due and owing under the agreements and at law.

16. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$28,460.00 together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS

17. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "16" as if specifically set forth herein at length.

18. Defendants have an account stated with the Plaintiffs.

19. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$28,460.00, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANTS

20. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "19" as if specifically set forth herein at length.

21. Plaintiffs are due from Defendants the quantum meruit of Plaintiffs' services.

WHEREFORE, Plaintiff's pray:

(A). that judgment be entered in favor of Plaintiffs for an amount exceeding **twenty eight thousand four hundred and sixty dollars** \$28,460.00, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendants; and

(C). that Plaintiffs be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

August 22, 2008

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
MEDITERRANEAN SHIPPING CO. (USA) INC.
and MEDITERRANEAN SHIPPING CO. S.A.

By:



Jorge A. Rodriguez
File No. 12/3589